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62-09

CONTRACT

1943 CROP

PIETERS-WHEELER
SEED COMPANY
GILROY, CALIFORNIA

WHOLESALE GROWERS
OF
HIGH QUALITY
GARDEN SEEDS

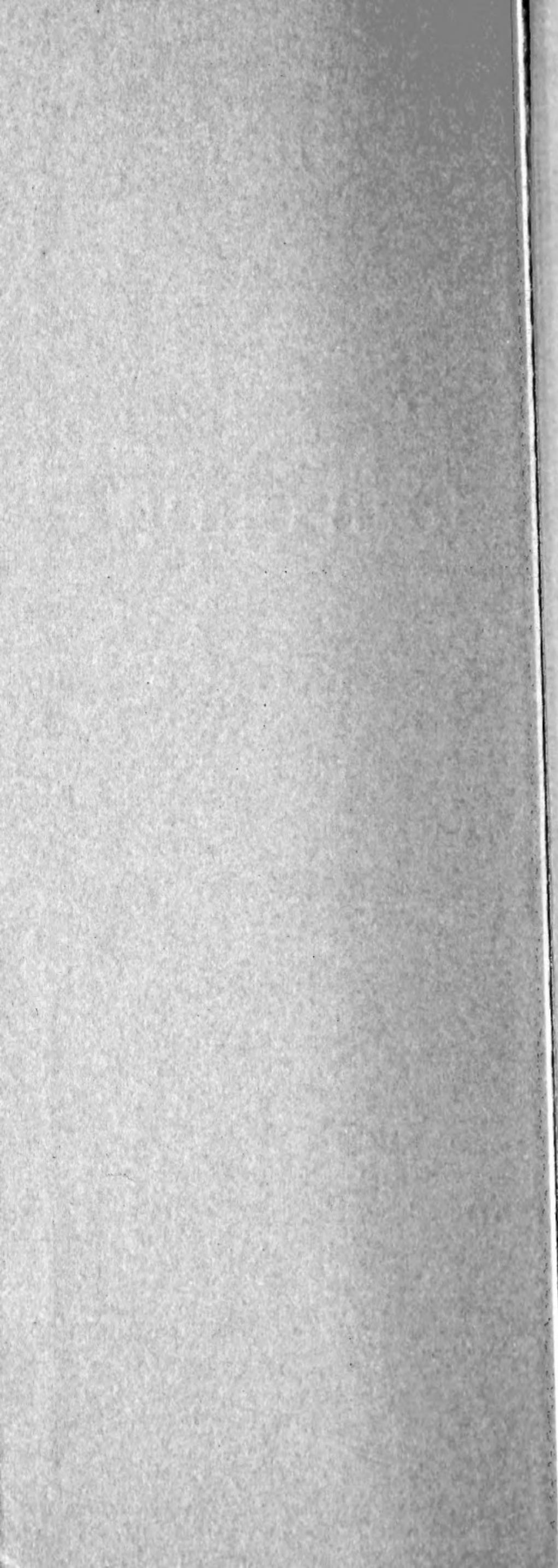
OTHER GROWING STATIONS

Hood, California — Caldwell, Idaho

The Mark



of Quality



Vegetable Seeds of Quality

EACH year, it is growing more apparent that the production of vegetables is *becoming highly specialized* and is fast getting into the hands of Truckers and Market gardeners whose livelihoods depend largely on the quality of their product, and who demand from their Seedsman *True Types of Highest Merit*. We have anticipated this growing demand for *Select Strains of Carrot, Lettuce, Onion, Etc., Etc.*, and have for the past several years devoted a considerable acreage to *Selection and Breeding* work. We are offering in this list, stocks, *Carefully Bred, Critically Rogued, Cleaned and prepared with all possible care to prevent any mixtures*. We believe that there are no better stocks obtainable and that you may depend upon them to give satisfaction to your most critical trade. Seed of doubtful quality may be purchased cheaper, but why take chances?

Quality Will Pay in The Long Run.



*We Respectfully Solicit
Your Business*

**PIETERS-WHEELER
SEED COMPANY**

For Terms and Conditions of Sale
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LBS.	VARIETY	PRICE PER LB.
BEET		
Crosby's Egyptian		
Detroit Dark Red		
Edmand's Blood Turnip		
Early Blood Turnip		
Early Wonder		
Perfected Detroit		
Good For All		
Green Top Bunching		
Mangel and Swiss Chard { See Page 8		
CELERY		
Golden Self Blanching		
(Dwarf Type)		
White Plume		
Giant Pascal		
Golden Plume		
Summer Pascal		
Utah Pascal		
Celeriac Giant Prague		
ENDIVE		
Broad Batavian, Full Hearted		
Green Curled		
Green Curled Red Ribbed		
Green Curled Pancalier		
Green Curled Ruffec		

Miscellaneous — Please See Page 8

For Terms and Conditions of Sale
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LBS.	VARIETY	PRICE PER LB.
	CARROT	
	Amsterdam Forcing	
	Chantenay	
	Chantenay Long Type	
	(Greater Chantenay)	
	Chantenay Red Cored	
	Danver's Half Long	
	Danver's H. L. Red Cored	
	Early Scarlet Horn	
	French Forcing	
	Hutchinson Danvers	
	(Waltham Strain)	
	Imperator	
	Imp. Short White	
	James Intermediate	
	Long Orange Improved	
	Morse's Bunching	
	Nantes, Coreless	
	Oxheart	
	Orange or Yellow Belgian	
	Supreme Half Long	
	Streamliner	
	St. Valery	
	Tendersweet	
	Touchon	
	White Belgian	
	White Mastodon	

Miscellaneous — Please See Page 8

For Terms and Conditions of Sale
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LBS.	VARIETY	PRICE PER LB.
	LETTUCE	
	All Year Round	
	Big Boston	
	Black Seeded Simpson	
	Black Seeded Tennisball	
	California Cream Butter	
	Chicken Lettuce	
	Cosberg	
	Creamy Heart	
	Crisp As Ice	
	Denver Market	
	Early Curled Simpson	
	Grand Rapids	
	Grand Rapids	
	(Tip Burn Resistant)	
	Grand Rapids	
	(Washington Strain)	
	Hanson	
	Hubbard's Market	
	Iceberg	
	Matchless or Deer's Tongue	
	May King	
	Mignonette	
	New York, P-W Selected	
	New York, P-W, No. 12	
	New York, P-W, 55	
	New York, P-W, 199	
	New York, P-W, 515	

Miscellaneous — Please See Page 8

For Terms and Conditions of Sale

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LBS.	VARIETY	PRICE PER LB.
LETTUCE CONTINUED		
	Paris White Cos	
	Dark Green Cos	
	Trianon Cos	
	Prizehead	
	Salamander	
	Silesia Early Curled	
	Unrivalled	
	Wheeler's Tom Thumb	
	White Boston	
	White Boston Cornell No. 43	
	Imperial 44	
	Imperial 152	
	IMPERIAL 456	
GREAT LAKES		
	Imperial 615	
	Imperial 847	
MUSTARD		
	Fordhook	
	Southern Giant Curled	
	(Long Standing)	
	Florida Broad Leaf	

Miscellaneous — Please See Page 8

For Terms and Conditions of Sale
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LBS.	VARIETY	PRICE PER LB.
ONION		
	Australian Brown	
	Australian Brown U. C. No. 1	
	Brigham Yellow Globe	
	Early Yellow Globe	
	Ebenezer	
	Golden Globe	
	Large Red Wethersfield	
	Prizetaker	
	Philadelphia Silverskin	
	Yellow Sweet Spanish	
	(Utah Strain)	
	Southport Red Globe	
	(P-W Select)	
	Southport Yellow Globe	
	Southport White Globe	
	White Portugal	
	White Sweet Spanish	
	Yellow Globe Danvers	
PARSNIP		
	All America	
	Harris Model	
	Hollow Crowned	
	Improved Guernsey	

Miscellaneous — Please See Page 8

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LBS.	VARIETY	PRICE PER LB.
PARSLEY		
	Double Curled	
	Evergreen	
	Hamburg Rooted	
	Moss Curled	
	Paramount	
	Perfection	
	Plain	
	Triple Curled	
RADISH		
	Cavalier	
	Cal. Mammoth White	
	Chinese White or Celestial	
	China Rose Winter	
	Crimson Giant	
	Early Scarlet Globe	
	Early Scarlet Turnip	
	French Breakfast	
	Icicle	
	Long Black Spanish	
	Long Scarlet, Short Top	
	Round Black Spanish	
	Sparkler, Bright Scarlet	
	Half White Tipped	
	White Tipped Scarlet Turnip	
	White Strassburg	

Miscellaneous — Please See Page 8

For Terms and Conditions of Sale
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LBS.	VARIETY	PRICE PER LB.
MISCELLANEOUS		
	DILL	
Long Island Mammoth		
	LEEK	
American Flag		
	MANGEL	
Mammoth Long Red		
Giant Yellow Eckendorf		
Sludstrup, Yellow Giant		
	SALSIFY	
Mammoth Sandwich Island		
	SWISS CHARD	
Common Green		
Dark Green Large Ribbed		
Fordhook Giant		
Lucullus		
Large White Ribbed Smooth Leaf		
	RUTABAGA	
American Purple Top		
	TURNIP	
Purple Top White Globe		
	SWEET PEAS	
Supreme Spencer Mixed		

For Terms and Conditions of Sale
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TERMS:

Our terms to firms of approved credit are 60 days Net Acceptance, or 1½ per cent Discount for cash inside of 30 days from date of invoice; F. O. B. Growing station. Bags at Market Value not returnable.

CONDITIONS OF SALE:

We will continue to book contracts only as long as we have sufficient acreage, under normal conditions, to produce quantities sold. All sales subject to confirmation.

ALL SALES MADE SUBJECT TO CUSTOMARY DISCLAIMER OF THE SEED TRADE

We give no warranty, expressed or implied, as to description, purity, productiveness or any other matter of any seeds we sell and we will not be in any way responsible for them. The seller's liability, in all instances, is limited to the purchase price of the seed.

CORRESPONDENCE SOLICITED



Pieters-Wheeler Seed Company
(Incorporated)

GILROY, CALIFORNIA

Cable Address:
Wheeler, Gilroy.

Codes: Am Seed
A.B.C.—5th Edition

This Agreement

MADE IN DUPLICATE

on

by and between

Pieters-Wheeler Seed Company

a corporation, of Gilroy, California,
hereinafter called the Seller,

and

of

hereinafter called the Purchaser

WITNESSETH

1. Seller agrees to sell and deliver and purchaser agrees to accept and pay for the varieties of seeds in the amounts, at the prices set forth in attached pages, and subject to the terms and conditions herein provided.

2. Seller agrees to plant, or cause to be planted, during the season of 1943 an acreage of land which will produce, under normal conditions, an amount of seed of the varieties herein named which will be sufficient to enable the seller to deliver the quantities of the seeds herein contracted for; and the seller agrees to deliver as soon as possible after harvested, such seeds in good merchantable condition as herein defined, F. O. B. growing station, containers extra at cost, and not returnable. The terms "in good merchantable condition" is defined as seeds properly cleaned for seeding purposes, approximately free from foreign seeds distinguishable by their appearance and of a germination equal to the fair average germination of the crop of the current year.

3. In case of partial or total failure of any or all crops planted, or caused to be planted by the seller for the purpose of producing the varieties of seeds herein named, or, in case of damage to, or destruction of seller's seed stocks before planting, or to the products of such plantings, or to any seed through fire, accident, or other casualty beyond seller's control, the seller shall be obliged to deliver, if at all, proportional quantities only, and, in any event, the seller shall have the right to reserve an amount of seed equal to that used in said planting.

4. Purchaser shall make payment for seeds delivered, by a trade acceptance due and payable net 60 days from date of shipment, or by cash in U. S. funds, within 30 days from date of shipment, less a discount of 1%. Purchaser shall pay interest at the rate of 6% per annum on any overdue payments of purchase price.

If, at any time the financial condition of the purchaser becomes unsatisfactory to the seller, the purchaser agrees, upon receipt of written notice to that effect, and upon demand of the seller, to pay for the seeds in advance of shipment, less a cash discount of $1\frac{1}{2}\%$, and if such payment is not made with ten (10) days from receipt of such demand for payment, this agreement shall thereupon be deemed to be breached by the purchaser.

5. Except as herein otherwise expressly provided, the seller gives no warranty expressed or implied, as to description, quality or productivity, or any other matter of any seeds sold by it, and will not be in any way responsible for the crop. The sellers liability, in all instances, is limited to the purchase price of the seed.

6. Purchaser's claims for shortage of deliveries must be made to seller immediately on receipt of shipment and all germination tests must be made and reported in writing (including telegram) by purchaser to seller within 15 days after receipt of shipment.

7. If the production of the within mentioned goods be prevented by any condition existing from a state of war, strike, or by any act of God, seller shall not be liable therefor. Or, if the cost of producing, processing or merchandising the within mentioned goods be increased directly or indirectly, from any of the above mentioned causes or by any act of government controlled prices, such increase shall be paid by the purchaser to the seller. If the parties cannot agree on the amount of said increase that question shall be arbitrated as set out in paragraph No. 8 of our contract conditions.

8. If the cost of producing, processing or merchandising the within mentioned seed is increased by seller's payment of sales taxes or by his compliance with Federal or State Laws or Regulations enacted or promulgated subsequent to the date of this contract such increase shall be paid by the purchaser to the seller; and if the parties cannot agree on the amount of said increase, that question shall be submitted to the Arbitration Committee of the American Seed Trade Association for arbitration and award, which award will be made forthwith by the purchaser.

In Witness Whereof, the parties have hereunto set their hands on the day and year first above written.

PIETERS-WHEELER SEED COMPANY

The Seller

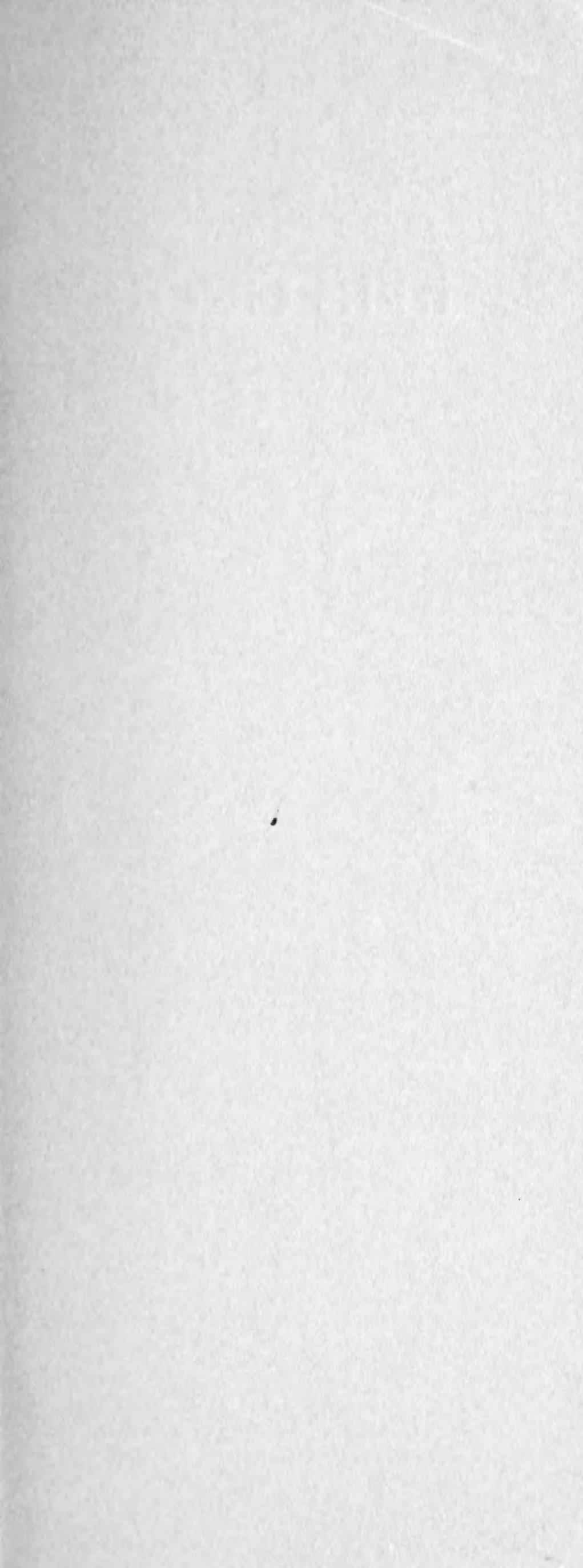
By _____

Buyer _____

By _____

The Purchaser

Special Instructions



SEED GROWING CONTRACT

1943 CROP

**Pieters-Wheeler Seed
Company**

OF GILROY, CALIFORNIA

AND

of.....

Date.....

SHIPPING INSTRUCTIONS